

EXHIBIT A

PKPU Petition

[Logo]

CENTRAL JAKARTA DISTRICT COURT SPECIAL CLASS I A

JALAN BUNGUR BESAR RAYA NO. 24, 26, 28

JAKARTA PUSAT

Number : W10.U1.5984.HT.03.X.2021.03.IN.

Jakarta, 25 October 2021

Attachment : 1 (one) copy

Re : Court Summons in PKPU¹ Case

Case Number: 425/PDT.SUS-PKPU/2021/PN.Niaga.Jkt.Pst

To

PT. GARUDA INDONESIA (PERSERO) TBK

having its address at Jalan Kebon Sirih No. 46a

Gedung Menara Karya Lantai 28

referred to as the **RESPONDENT**

in –

JAKARTA 10110

We hereby would like to inform you that, by Order of the Panel of Judges of the Commercial Court of the Special Class I A District Court of Central Jakarta in Petition for PKPU Case, Number: 425/PDT.SUS-PKPU/2021/PN.Niaga.Jkt.Pst, you are required to appear at a court hearing ordered therefor, to be held on:

¹ *Penundaan Kewajiban Pembayaran Utang* or Suspension of Debt Payment Obligation.



Day : **TUESDAY**, Date: **02 NOVEMBER 2021**, Time: **10.00 Wib (Western Indonesia Time)**

Place : Pengadilan Negeri/Niaga Jakarta Pusat.

Jalan Bungur Besar Raya No. 24, 26, 28 Jakarta Pusat

In connection with the court hearing to be held in the petition case filed by:

PT. MITRA BUANA KOORPORINDO (previously PT. MITRA BUANA KOMPUTINDO) as the **PKPU PETITIONER**;

Against:

PT. GARUDA INDONESIA (PERSERO) TBK as the **PKPU RESPONDENT**;

Herewith a Copy of the PKPU Petition Letter filed by the Petitioner is enclosed.

Further, your appearance is required to *Give Information to be Heard* at the court hearing so ordered above.

Please be advised accordingly.

REGISTRAR

[signed and stamped]

MUSTAFA DJAFAR, S.H., M.H.

NIP²: 19720411 199203 1 001

² Nomor Identitas Pegawai Negeri Sipil or Civil Servant Employment Number.



[Letterhead]

Jakarta, 22 October 2021

To the Honorable:
**Chief Judge of the District/Commercial Court
of Central Jakarta
In Commercial Court of Central Jakarta
District Court**

Jalan Bungur Besar Raya No. 24, 26, 28
Gunung Sahari, Kemayoran
Jakarta Pusat

COMMERCIAL COURT OF CENTRAL
JAKARTA DISTRICT COURT

PKPU Petition

Received on: 22 OCT 2021

No. 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst.

REGISTRAR

[signed and dated]

MUSTAFA DJAFAR S.H. M.H.

NIP. 19720411 199203 1 001

Re : **SUSPENSION OF DEBT PAYMENT OBLIGATION (PKPU)
PETITION AGAINST PT. GARUDA INDONESIA (PERSERO) TBK**

Dear Sir/Madam,

We, the undersigned:

PT. MITRA BUANA KOORPORINDO (previously PT. MITRA BUANA KOMPUTINDO), a limited liability company incorporated under the Laws of the Republic of Indonesia, domiciled in Jakarta, having its office address at MBK Building - Ketapang Business Centre Blok B. No. 10-11, Jl. KH Zainul Arifin No. 20, Jakarta Barat, in this matter represented by **NATALIA GOZALI** in her capacity as the **Director** of and therefore legally acting for and

ADVOCATES | LEGAL CONSULTANTS | RECEIVER | ADMINISTRATOR

Menara Karya 28th Floor | Jl. H.R. Rasuna Said Blok X-5 Kav. 1-2 | Jakarta 12950

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on behalf of PT. MITRA BUANA KOORPORINDO (previously PT. MITRA BUANA KOMPUTINDO), in this matter choosing to have its legal domicile in the office of its Attorneys to be named below (hereinafter referred to as the “**PKPU PETITIONER**”);

And

SUWANDI, SH., ATIK MUJIATI, SH., and MARTINI NATALOVA SITORUS, SH., Advocates and Legal Consultants at LAW OFFICE SUWANDI & ASSOCIATES, having its office address at Gedung Menara Karya Lantai 28, Jalan H.R. Rasuna Said Blok X-5 Kav. 1-2, Jakarta 12950, acting as the **Attorneys of the PKPU PETITIONER** under the Special Power of Attorney dated 21 October 2021 (**Attachment 1**);

Hereby file a Petition for Suspension of Debt Payment Obligation against:

PT. GARUDA INDONESIA (PERSERO) TBK, a limited liability company incorporated under the laws of the Republic of Indonesia, domiciled in Jakarta, having its address at Jalan Kebon Sirih No. 46a, Jakarta 10110 (hereinafter referred to as the “**PKPU RESPONDENT**”).

The bases and reasons for the filing of the PKPU Petition *a quo* are as follows:

THE PKPU RESPONDENT OWES A DEBT TO THE PKPU PETITIONER THAT IS DUE AND PAYABLE

1. Whereas under the Lease Service and Domestic End-User Computing Managed Service Procurement Agreement between PT. Garuda Indonesia (Persero) Tbk and PT. Mitra Buana

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Komputindo Number: 009/HR-LGL/MBK-GI/II/2018 and Number: IG/PERJ/DQ-3499/2018 dated 16 August 2018 (**Exhibit P-1**) and the Amendment-I to the Lease Service and Domestic End-User Computing Managed Service Procurement Agreement between PT. Garuda Indonesia (Persero) Tbk and PT. Mitra Buana Komputindo Number: IG/PERJ/AMAND-I/DQ-3499/2018/19 dated 27 May 2019 (**Exhibit P-2**), the PKPU RESPONDENT has appointed the PKPU PETITIONER to provide devices, deployment, and managed service for EUC³ Dom devices.

2. Whereas in connection with the foregoing, the PKPU PETITIONER has performed its obligations pursuant to the agreement and the PKPU PETITIONER has conveyed its claim through issuing invoices to the PKPU RESPONDENT. However, up to the filing of this PKPU Petition, there remain invoices that are due and outstanding by the PKPU RESPONDENT to the PKPU PETITIONER **in the total amount of IDR4,158,300,000 (four billion one hundred fifty eight million three hundred thousand Rupiah)** with details as follows:

Balance of Payment Obligations That Are Due					Note
No.	Invoice	Posting Date	Due Date	Total Invoice	
1	400050200	08-Sep-20	23-Oct-20	636,900,000	Exhibit P-3

³ Domestic End-User Computing.

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2	400050677	08-Dec-20	22-Jan-21	Remaining invoice 336,900,000	Exhibit P-4
3	400050831	08-Jan-21	22-Feb-21	636,900,000	Exhibit P-5
4	400050980	09-Feb-21	26-Mar-21	636,900,000	Exhibit P-6
5	400051169	12-Mar-21	26-Apr-21	636,900,000	Exhibit P-7
6	400051835	07-Apr-21	22-May-21	636,900,000	Exhibit P-8
7	400051937	07-May-21	21-Jun-21	636,900,000	Exhibit P-9
TOTAL				4,158,300,000	

Note: For Invoice Number: 400050677, the total invoice was Rp636,900,000 (*six hundred thirty six million nine hundred thousand Rupiah*), but a payment of Rp300,000,000 (*three hundred million Rupiah*) (**Exhibit P-4a**) has been made, leaving a balance of Rp336,900,000 (*Three Hundred Thirty Six Million Nine Hundred Thousand Rupiah*)

3. Whereas as the PKPU RESPONDENT has not made payments to the PKPU PETITIONER according to the issued invoices, the PKPU PETITIONER has demanded the PKPU RESPONDENT to make immediate payments to the PKPU PETITIONER, through letters as follows:

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- Letter No.: 061/LGL/MBK-CSI/XI/2020 dated 21 November 2020, re: Payment Obligation Reminder Letter (**Exhibit P-10**).
 - Letter No. 001/LGL/MBK/I/2021 dated 20 January 2021, re: Expiry of Term of Agreement Notice Letter (**Exhibit P-11**).
 - Letter No. 017/LGL/MBK/VII/2021 dated 7 July 2021, re: Payment Obligation Reminder Letter (Final) (**Exhibit P-12**).
4. Whereas according to Letter No. 017/LGL/MBK/VII/2021 dated 7 July 2021, re: Payment Obligation Reminder Letter (Final) (**Vide Exhibit P-12**), the PKPU PETITIONER has reminded the PKPU RESPONDENT to meet its payment obligations to the PKPU PETITIONER in the amount of Rp4,158,300,000 (four billion one hundred fifty eight million three hundred thousand Rupiah), no later [sic] with taxes withheld by the PKPU RESPONDENT but not yet paid to the state, and as a result, the PKPU PETITIONER has not received any withholding tax receipts that can be used to lower the PKPU PETITIONER's tax obligations to the state.
5. Whereas although the PKPU RESPONDENT has been given a chance to meet its payment obligations to the PKPU PETITIONER that are due and payable no later than 14 July 2021, in fact, up to the filing of the Petition for PKPU *a quo*, the PKPU RESPONDENT has not met its obligations to pay the PKPU PETITIONER.

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6. Whereas based on the abovementioned elaborations, it has been SUMMARILY PROVEN that the PKPU RESPONDENT owes a DEBT to the PKPU PETITIONER THAT IS DUE AND PAYABLE in the amount of Rp4,158,300,000 (four billion one hundred fifty eight million three hundred thousand Rupiah) as referred to in Article 1 number 6 in conjunction with Article 2 paragraph (1) of the Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligation (hereinafter referred to as the “Bankruptcy and PKPU Law”).

Article 1 number 6 of the Bankruptcy and PKPU Law cites as follows:

“Debt means an obligation that is stated or can be stated in an amount of money whether in Indonesian or foreign currencies, whether directly or arising in the future or contingently, which arises under a contract or law and must be met by the Debtor and failing to do so confers on the Creditor the rights to have it met from the Debtor’s assets.”

Elucidation of Article 2 paragraph (1) of the Bankruptcy and PKPU Law cites as follows:

“... “Debt that is due and payable” means an obligation to pay a debt that has become due, whether under a contract, because its collection is accelerated as agreed in a contract, due to the imposition of a penalty or fine by a competent authority, or by a court judgment or arbitral award.”

THE PKPU RESPONDENT HAS 2 (TWO) OR MORE CREDITORS

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7. Whereas in addition to owing a debt to the PKPU PETITIONER, the PKPU RESPONDENT also owes debts to Other Creditors, i.e.:

- PT. Bank ICBC Indonesia, having its address at The City Tower, Lantai 32, Jl. MH. Thamrin No. 81, Jakarta Pusat 10310.
- PT. Bank Mandiri (Persero), Tbk., having its address at Jl. Jenderal Gatot Subroto, Kav. 36-38, Jakarta 12190
- PT. Bank Negara Indonesia (Persero), Tbk., having its address at Gedung Grha BNI, Jl. Jenderal Sudirman, Kav. 1, Jakarta Pusat 10220
- PT. Bank Rakyat Indonesia (Persero), Tbk., having its address at Gedung BRI, Jl. Jenderal Sudirman Kav. 44-46, Jakarta 10210
- PT. Mitra Integrasi Informatika, having its address at APL Tower, Lantai 38, Ruang Las Vegas, Jl. Letjen S. Parman Kav. 28, Central Park, Jakarta Barat.
- PT. Edifly Solusi Indonesia, having its address at Graha ESI, Jl. Raya Pasar Kencana No. 16, Bekasi 17414.
- PT. Awan Integrasi Sandidata, Sudirman 7.8 Tower 1- Jl. Jenderal Sudirman Kav. 7-8, Jakarta Pusat 10220.
- PT. My Indo Airlines, having its address at Kirana Cawang Business Park B 17-19, Jl. DI Panjaitan Kav. 48, Cipinang Cempedak Jatinegara, Jakarta Timur 13340.

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- PT. Packet Systems Indonesia, having its address at Manhattan Square Mid Tower, 25/f, Jl. TB Simatupang Kav. 1s, RT.3/Rw.3, Cilandak Timur, Jakarta Selatan 12560.

8. Whereas in connection with the existence of such Other Creditors, the PKPU PETITIONER would hereby request the Panel of Judges of the Commercial Court of Central Jakarta District Court adjudicating the case *a quo* to be willing to summon the abovementioned Other Creditors to appear at the court hearing as well as prove the existence of the PKPU RESPONDENT's debts to the said Other Creditors.

9. **Whereas BASED ON THE ABOVEMENTIONED ELABORATIONS, IT HAS BEEN SUMMARILY PROVEN THAT THE PKPU RESPONDENT OWES DEBTS TO 2 (TWO) OR MORE CREDITORS**

IT HAS BEEN PROVEN THAT THE PKPU RESPONDENT IS NOT ABLE TO CONTINUE TO PAY ITS DEBT THAT IS DUE AND PAYABLE

10. Whereas as up to the filing of the Petition for PKPU *a quo*, the PKPU RESPONDENT has not settled its debt in full to the PKPU PETITIONER that is due and payable, **it has been proven that the PKPU RESPONDENT has failed to and is not able to continue its abovementioned debt payment.**

11. Hence, pursuant to Article 222 paragraph (1) and paragraph (3) of the Bankruptcy and PKPU Law, **the PKPU PETITIONER hereby files the PKPU Petition *a quo* against the PKPU**

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RESPONDENT for the purpose of giving the PKPU RESPONDENT a chance to propose a composition plan to its creditors including to the PKPU PETITIONER.

Article 222 paragraph (1) of the Bankruptcy and PKPU Law cites as follows:

“Suspension of Debt Payment Obligation is petitioned by a Debtor having more than 1 (one) Creditor or by a Creditor.”

Article 222 paragraph (3) of the Bankruptcy and PKPU Law cites as follows:

“The Creditor anticipating that the Debtor is not able to continue to pay its debt that is due and payable, may petition for suspension of debt payment obligation to be granted to the Debtor, to allow the Debtor to propose a composition plan that includes an offer of partial or full payment of the debt to its Creditor(s).

THE PKPU PETITION A QUO TO BE GRANTED BY LAW

12. Based on the abovementioned elaborations, it has been summarily proven that the PKPU RESPONDENT owes a debt that is due and payable as well as has 2 (two) or more creditors. Hence, the PKPU Petition *a quo* has met the requirements for petitions for Suspension of Debt Payment Obligation (PKPU) as provided for in the Bankruptcy and PKPU Law.
13. That therefore, pursuant to Article 225 paragraph (3) of the Bankruptcy and PKPU Law, the Commercial Court within a period of no later than 20 (twenty) days as of the registration date of the petition letter, **must grant temporary suspension of debt payment obligation** and

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must designate a Supervisory Judge from among the Commercial Judges at the Commercial Court of Central Jakarta District Court as well as appoint 1 (one) or more administrators that alongside the Debtor administer the Debtor's assets.

Article 225 paragraph (3) of the Bankruptcy and PKPU Law cites as follows:

"In the event that the petition is filed by the Creditor, the Court within no later than 20 (twenty) days as of the registration date of the petition letter, must grant temporary suspension of debt payment obligation and must designate a Supervisory Judge from among the court judges as well as appoint 1 (one) or more administrators that alongside the Debtor administer the Debtor's assets."

THE DESIGNATION AND APPOINTMENT OF SUPERVISORY JUDGE AND ADMINISTRATOR

14. Whereas in connection with the PKPU Petition *a quo*, the PKPU PETITIONER would hereby request the Panel of Judges of the Commercial Court of Central Jakarta District Court adjudicating the case *a quo* to be willing to designate a Supervisory Judge from among the Commercial Judges at the Commercial Court of Central Jakarta District Court, as well as appoint:

- **Mr. JANDRI SIADARI, S.H., Dip.Mkt., LL.M.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-272 AH.04.03-

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2019 dated 28 November 2019 having his office at SIADARI & SIADARI LAW FIRM with its address at Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210 (**Exhibit P-13**)

- **Mr. MARTIN PATRICK NAGEL, SH., MH.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-251 AH.04.03-2018 dated 8 September 2018 having his office at FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730 (**Exhibit P-14**);
- **Mr. ALBERT HASOLOAN LIMBONG, SH.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-349 AH.04.03-2021 dated 7 May 2021, having his office at Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640 (**Exhibit P-15**);
- **Mr. ASRI, SH., MH.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-193 AH.04.03-2019, having his office at Munde Herlambang & Partners, with its address at Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan (**Exhibit P-16**);

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as the **ADMINISTRATOR TEAM** in the process of the Suspension of Debt Payment Obligation (PKPU) of the PKPU RESPONDENT.

Based on all the abovementioned elaborations, the PKPU PETITIONER hereby requests the Panel of Judges of the Commercial Court of Central Jakarta District Court adjudicating the case *a quo* to be willing to render decisions with rulings as follows:

1. Grant the Petition for Suspension of Debt Payment Obligation (PKPU) filed by the PKPU PETITIONER against the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK, a limited liability company incorporated under the laws of the Republic of Indonesia, domiciled in Jakarta, having its address at Jalan Kebon Sirih No. 46a, Jakarta 10110.
2. Declare Temporary Suspension of Debt Payment Obligation (PKPU) on the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK, for maximum 45 (forty-five) days as of the reading out of the Decision of Temporary Suspension of Debt Payment Obligation *a quo*.
3. Designate a Supervisory Judge from among the Commercial Judges at the Commercial Court of Central Jakarta District Court to supervise the process of the Suspension of Debt Payment Obligation (PKPU) of the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK.
4. Designate and appoint:

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- **Mr. JANDRI SIADARI, S.H., Dip.Mkt., LL.M.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-272 AH.04.03-2019 dated 28 November 2019 having his office at SIADARI & SIADARI LAW FIRM with its address at Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210;
- **Mr. MARTIN PATRICK NAGEL, SH., MH.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-251 AH.04.03-2018 dated 8 September 2018 having his office at FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730;
- **Mr. ALBERT HASOLOAN LIMBONG, SH.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-349 AH.04.03-2021 dated 7 May 2021 having his office at Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640;
- **Mr. ASRI, SH., MH.**, a Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-193 AH.04.03-2019, working at Munde

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Herlambang & Partners, with its address at Equity Tower 22nd Floor, Dreamhub,
Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan;

as the **ADMINISTRATOR TEAM** in the process of the Suspension of Debt Payment
Obligation (PKPU) of the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO)
TBK.

5. Declare a court hearing constituting a judge deliberation meeting (*rapat permusyawaratan hakim*) to hear the report of the Supervisory Judge on the progress made during the process of the temporary PKPU no later than on the 45th (forty-fifth) day as of the reading out of the Decision of Temporary Suspension of Debt Payment Obligation *a quo*.
6. Order the ADMINISTRATORS to summon the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK as well as the known Creditors by registered mail or by courier, to appear at the Court Hearing held no later than on the 45th (forty-fifth) day as of the reading out of the Decision of Temporary Suspension of Debt Payment Obligation *a quo*.
7. Impose all court fees on the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK.

Or

If the Panel of Judges examining and adjudicating this case opines otherwise, we hereby request *ex aequo et bono* decision(s) to be rendered.

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Hence this PKPU Petition duly delivered. Thank you for your attention.

Yours faithfully,

PKPU PETITIONER

PT. MITRA BUANA KOORPORINDO

(previously PT. MITRA BUANA KOMPUTINDO)

[signed and duly stamped]

NATALIA GOZALI

DIRECTOR

ATTORNEYS OF THE PKPU PETITIONER

SUWANDI & ASSOCIATES LAW OFFICE

[signed]

SUWANDI, SH.

[signed]

ATIK MUJIATI, SH.

[signed]

MARTINI NATALOVA SITORUS, SH.

ADVOCATES | LEGAL CONSULTANTS | RECEIVER | ADMINISTRATOR

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CERTIFICATE OF TRANSLATION

I, Nike Sinta Karina, certified and sworn translator, hereby certify that to the best of my knowledge and belief this English translation is a true and correct translation of the document presented to me in Indonesian.

Jakarta, 17 September 2022



A handwritten signature in blue ink, appearing to be "Nike Sinta Karina", written over the stamp.

Nike Sinta Karina
English ⇄ Indonesian Certified and Sworn Translator
Decrees of Governor of DKI Jakarta No. 1836/2009 & No. 1955/2011
Indoscript International Translation Services
Beltway Office Park Tower B 5th Floor
Jl. TB. Simatupang No 41 Jakarta 12550
Tel: +6221 29857377; Fax: +6221 29857201

[Letterhead]

Jakarta, 2 November 2021

[signed and dated]

To the Honorable:

Panel of Judges of Case Number: 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst.

In Commercial Court of Central Jakarta District Court

Jalan Bungur Besar Raya No. 24, 26, 28

Gunung Sahari, Kemayoran

Jakarta Pusat

Re : **AMENDMENT TO THE PETITION FOR SUSPENSION OF DEBT
PAYMENT OBLIGATION (PKPU ¹) AGAINST PT. GARUDA
INDONESIA (PERSERO) TBK**

**CASE REGISTRY NUMBER: 425/PDT.SUS-
PKPU/2021/PN.NIAGA.JKT.PST.**

Dear Sir/Madam,

We, the undersigned:

¹ *Penundaan Kewajiban Pembayaran Utang.*

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[initialed] 1



PT. MITRA BUANA KOORPORINDO (previously **PT. MITRA BUANA KOMPUTINDO**), a limited liability company incorporated under the Laws of the Republic of Indonesia, domiciled in Jakarta, having its office address at MBK Building - Ketapang Business Centre Blok B. No. 10-11, Jl. KH Zainul Arifin No. 20, Jakarta Barat, in this matter represented by **NATALIA GOZALI** in her capacity as the **Director** of and therefore legally acting for and on behalf of **PT. MITRA BUANA KOORPORINDO** (previously **PT. MITRA BUANA KOMPUTINDO**), in this matter choosing to have its legal domicile in the office of its Attorneys to be named below (hereinafter referred to as the **“PKPU PETITIONER”**);

And

SUWANDI, S.H., ATIK MUJIATI, S.H., and MARTINI NATALOVA SITORUS, S.H., Advocates and Legal Consultants at **SUWANDI & ASSOCIATES LAW OFFICE**, having its office address at Gedung Menara Karya Lantai 28, Jalan H.R. Rasuna Said Blok X-5 Kav. 1-2, Jakarta 12950, acting as the **Attorneys of the PKPU PETITIONER** under the Special Power of Attorney dated 21 October 2021;

Hereby file an Amendment to the Petition for Suspension of Debt Payment Obligation against:

PT. GARUDA INDONESIA (PERSERO) TBK, a limited liability company incorporated under the laws of the Republic of Indonesia, domiciled in Jakarta, having its address at Jalan Kebon Sirih No. 46a, Jakarta 10110 (hereinafter referred to as the **“PKPU RESPONDENT”**).

ADVOCATES | LEGAL CONSULTANTS | RECEIVER | ADMINISTRATOR
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registered with the Commercial Court of Central Jakarta District Court with case registry Number: 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst dated 22 October 2021.

The amendment made to the PKPU Petition *a quo* is as follows:

1. Whereas in number 7 of the PKPU Petition *a quo*, a name of Other Creditor is added, i.e., PT. Prisma Tirtakusuma, so that number 7 of the PKPU Petition *a quo* is amended to read as follows:
 7. *That in addition to owing a debt to the PKPU PETITIONER, the PKPU RESPONDENT also owes debts to Other Creditors, i.e.:*
 - *PT. Bank ICBC Indonesia, having its address at The City Tower, Lantai 32, Jl. MH. Thamrin No. 81, Jakarta Pusat 10310.*
 - *PT. Bank Mandiri (Persero), Tbk., having its address at Jl. Jenderal Gatot Subroto, Kav. 36-38, Jakarta 12190*
 - *PT. Bank Negara Indonesia (Persero), Tbk., having its address at Gedung Grha BNI, Jl. Jenderal Sudirman, Kav. 1, Jakarta Pusat 10220*
 - *PT. Bank Rakyat Indonesia (Persero), Tbk., having its address at Gedung BRI, Jl. Jenderal Sudirman Kav. 44-46, Jakarta 10210*
 - *PT. Mitra Integrasi Informatika, having its address at APL Tower, Lantai 38, Ruang Las Vegas, Jl. Letjen S. Parman Kav. 28, Central Park, Jakarta Barat.*

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- *PT. Edifly Solusi Indonesia, having its address at Graha ESI, Jl. Raya Pasar Kecapi No. 16, Bekasi 17414.*
- *PT. Awan Integrasi Sandidata, Sudirman 7.8 Tower 1- Jl. Jenderal Sudirman Kav. 7-8, Jakarta Pusat 10220.*
- *PT. My Indo Airlines, having its address at Kirana Cawang Business Park B 17-19, Jl. DI Panjaitan Kav. 48, Cipinang Cempedak Jatinegara, Jakarta Timur 13340.*
- *PT. Packet Systems Indonesia, having its address at Manhattan Square Mid Tower, 25/f, Jl. TB Simatupang Kav. 1s, RT.3/Rw.3, Cilandak Timur, Jakarta Selatan 12560.*
- *PT. Prisma Tirtakusuma, having its address at Jl. Stasiun Senen No. 18G, Jakarta Pusat 10410.*

2. Whereas **in number 14 of the PKPU Petition *a quo***, names of Administrators are added, i.e., *MULYADI, S.H., LL.M. and WILLIAM EDUARD DANIEL, S.E., S.H., LL.M., MBL.*, so that number 14 of the PKPU Petition *a quo* is amended to read as follows:

14. That in connection with the PKPU Petition a quo, the PKPU PETITIONER would hereby request the Panel of Judges of the Commercial Court of Central Jakarta District Court adjudicating the case a quo to be willing to designate a Supervisory Judge from among the Commercial Judges at the Commercial Court of Central Jakarta District Court, as well as appoint:

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- **Mr. JANDRI SIADARI, S.H., Dip.Mkt., LL.M.,** Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Extension Number: AHU-272 AH.04.03-2019 dated 28 November 2019 having his office at SIADARI & SIADARI LAW FIRM with its address at Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210. (**Exhibit P-13**)
- **Mr. MARTIN PATRICK NAGEL, S.H., M.H.,** Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with Certificate of Receiver and Administrator Registration Number: AHU-251 AH.04.03-2018 dated 6 September 2018 having his office at FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730 (**Exhibit P-14**);
- **Mr. ALBERT HASOLOAN LIMBONG, S.H.,** Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-349 AH.04.03-2021 dated 7 May 2021 having his office at Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640 (**Exhibit P-15**);
- **Mr. ASRI, S.H., M.H.,** Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver

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and Administrator Registration Number: AHU-193 AH.04.03-2019 dated 19 August 2019 having his office at Munde Herlambang & Partners, with its address at Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan (Exhibit P-16);

- ***Mr. MULYADI, S.H., LL.M.,** Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-257 AH.04.03-2021 dated 30 March 2021 having his office at Nurjadin Sumono Mulyadi Law Office, with its address at Sequis Tower Lantai 20, Sudirman Central Business District (SCBD), Jl. Jend. Sudirman Kav. 71, Senayan, Jakarta Selatan (Exhibit P-17);*
- ***Mr. WILLIAM EDUARD DANIEL, S.E., S.H., LL.M., MBL.,** Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia as stated in a Certificate of Receiver and Administrator Registration Extension Number: AHU-65 AH.04.03-2017 dated 16 May 2017 having his office at William Soerjonegoro & Partners Law Office, Office 8, 19th Floor, SCBD Lot. 28, Jl. Jenderal Sudirman Kav. 52-53, Jakarta 12190 (Exhibit P-18).*

*as the **ADMINISTRATOR TEAM** in the process of the Suspension of Debt Payment Obligation (PKPU) of the PKPU RESPONDENT.*

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Based on the abovementioned amendment that we have delivered, the PKPU PETITIONER hereby requests the Panel of Judges of the Commercial Court of Central Jakarta District Court adjudicating the case *a quo* to be willing to render decisions with rulings as follows:

1. Grant the Petition for Suspension of Debt Payment Obligation (PKPU) filed by the PKPU PETITIONER against the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK, a limited liability company incorporated under the laws of the Republic of Indonesia, domiciled in Jakarta, having its address at Jalan Kebon Sirih No. 46a, Jakarta 10110.
2. Declare Temporary Suspension of Debt Payment Obligation (PKPU) on the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK, for maximum 45 (forty-five) days as of the reading out of the Decision of Temporary Suspension of Debt Payment Obligation *a quo*.
3. Designate a Supervisory Judge from among the Commercial Judges at the Commercial Court of Central Jakarta District Court to supervise the process of the Suspension of Debt Payment Obligation (PKPU) of the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK.
4. Designate and appoint:

- **Mr. JANDRI SIADARI, S.H., Dip.Mkt., LL.M.**, Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a

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Certificate of Receiver and Administrator Registration Extension Number: AHU-272 AH.04.03-2019 dated 28 November 2019 having his office at SIADARI & SIADARI LAW FIRM with its address at Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210;

- **Mr. MARTIN PATRICK NAGEL, S.H., M.H.**, Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-251 AH.04.03-2018 dated 6 September 2018 having his office at FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730;
- **Mr. ALBERT HASOLOAN LIMBONG, S.H.**, Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-349 AH.04.03-2021 dated 7 May 2021 having his office at Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640;
- **Mr. ASRI, S.H., M.H.**, Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Certificate Number: AHU-193 AH.04.03-2019 dated 19 August 2019 having his office at Munde Herlambang & Partners, with its address at

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Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan;

- **Mr. MULYADI, S.H., LL.M.**, Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia with a Certificate of Receiver and Administrator Registration Number: AHU-257 AH.04.03-2021 dated 30 March 2021 having his office at Nurjadin Sumono Mulyadi Law Office, with its address at Sequis Tower Lantai 20, Sudirman Central Business District (SCBD), Jl. Jend. Sudirman Kav. 71, Senayan, Jakarta Selatan;
- **Mr. WILLIAM EDUARD DANIEL, S.E., S.H., LL.M., MBL.**, Receiver and Administrator registered with the Ministry of Law and Human Rights of the Republic of Indonesia as stated in a Certificate of Receiver and Administrator Registration Extension Number: AHU-65 AH.04.03-2017 dated 16 May 2017 having his office at William Soerjonegoro & Partners Law Office, Office 8, 19th Floor, SCBD Lot. 28, Jl. Jenderal Sudirman Kav. 52-53, Jakarta 12190.

as the **ADMINISTRATOR TEAM** in the process of the Suspension of Debt Payment Obligation (PKPU) of the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK.

5. Declare a court hearing constituting a judge deliberation meeting (*rapat permusyawaratan hakim*) to hear the report of the Supervisory Judge on the progress made during the process

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of the temporary PKPU no later than on the 45th (forty-fifth) day as of the reading out of the Decision of Temporary Suspension of Debt Payment Obligation *a quo*.

6. Order the ADMINISTRATOR TEAM to summon the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK as well as the known Creditors by registered mail or by courier, to appear at the Court Hearing held no later than on the 45th (forty-fifth) day as of the reading out of the Decision of Temporary Suspension of Debt Payment Obligation *a quo*.
7. Impose all court fees on the PKPU RESPONDENT/PT. GARUDA INDONESIA (PERSERO) TBK.

Or

If the Panel of Judges examining and adjudicating this case opines otherwise, we hereby request *ex aequo et bono* decision(s) to be rendered.

Hence this Amendment to the PKPU Petition duly delivered. Thank you for your attention.

Yours faithfully,

PKPU PETITIONER

PT. MITRA BUANA KOORPORINDO

(previously PT. MITRA BUANA KOMPUTINDO)

[signed and duly stamped]

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NATALIA GOZALI

DIRECTOR

ATTORNEYS OF THE PKPU PETITIONER

SUWANDI & ASSOCIATES LAW OFFICE

[signed]

SUWANDI, S.H.

[signed]

ATIK MUJIATI, S.H.

[signed]

MARTINI NATALOVA SITORUS, S.H.

ADVOCATES | LEGAL CONSULTANTS | RECEIVER | ADMINISTRATOR

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CERTIFICATE OF TRANSLATION

I, Nike Sinta Karina, certified and sworn translator, hereby certify that to the best of my knowledge and belief this English translation is a true and correct translation of the document presented to me in Indonesian.

Jakarta, 17 September 2022



A handwritten signature in black ink, appearing to read "Nike Sinta Karina", written over the stamp.

Nike Sinta Karina
English ⇄ Indonesian Certified and Sworn Translator
Decrees of Governor of DKI Jakarta No. 1836/2009 & No. 1955/2011
Indoscript International Translation Services
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**PENGADILAN NEGERI JAKARTA PUSAT KELAS I A KHUSUS
JALAN BUNGUR BESAR RAYA NO. 24, 26, 28
JAKARTA PUSAT**

Nomor : W10.U1. **5984** .HT.03.X.2021.03.IN.
Lamp. : 1 (satu) eks
Perihal : Panggilan Sidang Dalam Perkara PKPU
Nomor : 425/PDT.SUS-PKPU/2021/PN.Niaga.Jkt.Pst

Jakarta, **25** Oktober 2021

Kepada Yth,
PT. GARUDA INDONESIA (PERSERO) TBK
beralamat di Jalan Kebon Sirih No. 46a
Gedung Menara Karya Lantai 28
disebut sebagai **TERMOHON**
di -

JAKARTA 10110

Bersama ini dengan hormat kami beritahukan kepada Saudara bahwa, atas Perintah Majelis Hakim Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat Kelas I A Khusus dalam Perkara Permohonan PKPU, Nomor : 425/PDT.SUS-PKPU/2021/PN.Niaga.Jkt.Pst, supaya Saudara datang menghadap pada persidangan yang telah ditetapkan untuk itu, yang akan diselenggarakan pada :

Hari : **SELASA**, Tanggal : **02 NOPEMBER 2021**, Jam : **10.00 Wib**

Tempat : Pengadilan Negeri / Niaga Jakarta Pusat.
Jalan Bungur Besar Raya No. 24, 26, 28, Jakarta Pusat

Sehubungan akan dilaksanakannya sidang dalam perkara permohonan tersebut yang diajukan oleh :

PT. MITRA BUANA KOORPORINDO (dh/ PT. MITRA BUANA KOMPUTINDO) sebagai **PEMOHON PKPU ;**

Terhadap :

PT. GARUDA INDONESIA (PERSERO) TBK sebagai **TERMOHON PKPU ;**

Bersama ini disampaikan Salinan Surat Permohonan PKPU yang diajukan oleh Pemohon.

Selanjutnya supaya Saudara hadir ***Guna Didengar Keterangan*** pada persidangan yang telah ditetapkan tersebut diatas.

Demikian untuk menjadi maklum.



SUWANDI & ASSOCIATES
LAW OFFICE

PENGADILAN NIAGA JAKARTA PUSAT
Permohonan PKPU
Diterima tanggal : **22 OCT 2021**
No. 425 / Pdt. Sus - PKPU / 2021 / Pt. Niaga. Jkt. Pst.
PANITERA

Jakarta, 22 Oktober 2021

Kepada Yang Mulia :

Ketua Pengadilan Negeri/Niaga Jakarta Pusat

Di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat

Jalan Bungur Besar Raya No. 24, 26, 28

Gunung Sahari, Kemayoran

Jakarta Pusat

MUSTAFA DJAFAR, SH. MH
NIP. 19720411 199203 1 001 (M22/2021)

Perihal : **PERMOHONAN PENUNDAAN KEWAJIBAN PEMBAYARAN UTANG (PKPU)
TERHADAP PT. GARUDA INDONESIA (PERSERO) TBK**

Dengan hormat,

Kami yang bertandatangan di bawah ini :

PT. MITRA BUANA KOORPORINDO (dahulu bernama **PT. MITRA BUANA KOMPUTINDO**), suatu perseroan terbatas yang didirikan berdasarkan Hukum Negara Republik Indonesia, berkedudukan di Jakarta, beralamat kantor di MBK Building - Ketapang Business Centre Blok B. No. 10-11, Jl. KH Zainul Arifin No. 20, Jakarta Barat, dalam hal ini diwakili oleh **NATALIA GOZALI** dalam kedudukannya selaku **Direktur** dari dan oleh karena itu sah bertindak untuk dan atas nama **PT. MITRA BUANA KOORPORINDO** (dahulu bernama **PT. MITRA BUANA KOMPUTINDO**) yang dalam hal ini memilih domisili hukum di kantor Advokat/Kuasa Hukumnya sebagaimana akan disebutkan di bawah ini (selanjutnya disebut "**PEMOHON PKPU**");

Dan

SUWANDI, SH., ATIK MUJIATI, SH. dan MARTINI NATALOVA SITORUS, SH., Para Advokat dan Konsultan Hukum pada **LAW OFFICE SUWANDI & ASSOCIATES**, beralamat kantor di Gedung Menara Karya Lantai 28, Jalan H.R. Rasuna Said Blok X-5 Kav. 1-2, Jakarta 12950, selaku **Advokat/Kuasa Hukum dari PEMOHON PKPU** berdasarkan Surat Kuasa Khusus tanggal 21 Oktober 2021 (**Lampiran 1**);

Dengan ini mengajukan Permohonan Penundaan Kewajiban Pembayaran Utang terhadap :

PT. GARUDA INDONESIA (PERSERO) TBK, suatu perseroan terbatas yang didirikan berdasarkan hukum Negara Republik Indonesia, berkedudukan di Jakarta, beralamat di Jalan Kebon Sirih No. 46a, Jakarta 10110 (selanjutnya disebut sebagai **"TERMOHON PKPU"**).

Adapun yang menjadi dasar dan alasan diajukannya Permohonan PKPU a quo adalah sebagai berikut :

TERMOHON PKPU MEMPUNYAI UTANG KEPADA PEMOHON PKPU YANG TELAH JATUH WAKTU DAN DAPAT DITAGIH

1. Bahwa berdasarkan Perjanjian Pengadaan Layanan Sewa dan Managed Service End User Computing Domestik Antara PT. Garuda Indonesia (Persero) Tbk dengan PT. Mitra Buana Komputindo Nomor : 009/HR-LGL/MBK-GI/II/2018 dan Nomor : IG/PERJ/DQ-3499/2018 tertanggal 16 Agustus 2018 (**Bukti P-1**) dan Amandemen-I Perjanjian Pengadaan Layanan Sewa dan Managed Service End User Computing Domestik Antara PT. Garuda Indonesia (Persero) Tbk dengan PT. Mitra Buana Komputindo Nomor : IG/PERJ/AMAND-I/DQ-3499/2018/19 tertanggal 27 Mei 2019 (**Bukti P-2**), TERMOHON PKPU telah menunjuk telah menunjuk PEMOHON PKPU untuk melaksanakan penyediaan perangkat, deployment dan *manage service* atas perangkat EUC Dom.
2. Bahwa sehubungan dengan hal tersebut, maka PEMOHON PKPU telah melaksanakan kewajibannya sesuai dengan perjanjian dan PEMOHON PKPU telah menyampaikan tagihan kepada TERMOHON PKPU melalui invoice-invoice. Namun demikian, sampai dengan Permohonan PKPU ini diajukan masih terdapat invoice-invoice yang telah jatuh tempo dan belum dibayarkan oleh TERMOHON PKPU kepada PEMOHON PKPU dengan total jumlah Rp. 4.158.300.000,- (**empat milyar seratus lima puluh delapan juta tiga ratus ribu Rupiah**) sebagaimana diperinci sebagai berikut :

Sisa Kewajiban Pembayaran Yang Sudah Jatuh Tempo					Keterangan
No.	Invoice	Posting Date	Due Date	Total Invoice	
1	400050200	08-Sep-20	23-Oct-20	636.900.000	Bukti P-3
2	400050677	08-Dec-20	22-Jan-21	Sisa tagihan 336.900.000	Bukti P-4
3	400050831	08-Jan-21	22-Feb-21	636.900.000	Bukti P-5
4	400050980	09-Feb-21	26-Mar-21	636.900.000	Bukti P-6
5	400051169	12-Mar-21	26-Apr-21	636.900.000	Bukti P-7
6	400051835	07-Apr-21	22-May-21	636.900.000	Bukti P-8
7	400051937	07-May-21	21-Jun-21	636.900.000	Bukti P-9
TOTAL				4.158.300.000	

Catatan : Untuk Invoice Nomor : 400050677 jumlah tagihan adalah sebesar Rp.636.900.000,- (*enam ratus tiga puluh enam juta sembilan ratus ribu Rupiah*), namun sudah dilakukan pembayaran sebesar Rp.300.000.000,- (*tiga ratus juta rupiah*) (**Bukti P-4a**) sehingga masih tersisa sebesar Rp.336.900.000,- (*Tiga Ratus Tiga Puluh Enam Juta Sembilan Ratus Ribu Rupiah*)

3. Bahwa oleh karena TERMOHON PKPU belum melakukan pembayaran kepada PEMOHON PKPU sesuai dengan invoice yang telah dikeluarkan, maka PEMOHON PKPU telah meminta kepada TERMOHON PKPU untuk dapat segera melakukan pembayaran kepada PEMOHON PKPU, melalui surat-surat sebagai berikut :
 - a. Surat No : 061/LGL/MBK-CSI/XI/2020 tertanggal 21 November 2020, perihal : Surat Peringatan Kewajiban Pembayaran (**Bukti P-10**).
 - b. Surat No. 001/LGL/MBK/II/2021 tanggal 20 Januari 2021, perihal : Surat Pemberitahuan Berakhirnya Masa Berlaku Perjanjian (**Bukti P-11**).
 - c. Surat No. 017/LGL/MBK/VII/2021 tertanggal 7 Juli 2021, perihal : Surat Peringatan Kewajiban Pembayaran (Terakhir) (**Bukti P-12**).
4. Bahwa berdasarkan Surat No. 017/LGL/MBK/VII/2021 tertanggal 7 Juli 2021, perihal : Surat Peringatan Kewajiban Pembayaran (Terakhir) (**Vide Bukti P-12**), PEMOHON PKPU telah memperingatkan kepada TERMOHON PKPU untuk dapat melakukan pembayaran kewajibannya kepada PEMOHON PKPU sebesar Rp. 4.158.300.000,- (*empat milyar seratus lima puluh delapan juta tiga ratus ribu Rupiah*), paling

dengan pajak yang telah dipungut oleh TERMOHON PKPU namun belum dibayarkan kepada negara sehingga PEMOHON PKPU belum mendapatkan bukti potong pajak yang dapat digunakan untuk mengurangi kewajiban pajak PEMOHON PKPU kepada negara.

5. Bahwa meskipun TERMOHON PKPU telah diberikan kesempatan untuk melakukan pembayaran kewajibannya kepada PEMOHON PKPU yang telah jatuh tempo dan dapat ditagih paling lambat pada tanggal 14 Juli 2021, ternyata sampai dengan Permohonan PKPU a quo diajukan TERMOHON PKPU belum melaksanakan kewajibannya untuk melakukan pembayaran kepada PEMOHON PKPU.
6. Bahwa berdasarkan uraian tersebut di atas, maka telah terbukti secara sederhana bahwa TERMOHON PKPU mempunyai UTANG kepada PEMOHON PKPU YANG TELAH JATUH WAKTU DAN DAPAT DITAGIH sebesar Rp. 4.158.300.000,- (empat milyar seratus lima puluh delapan juta tiga ratus ribu Rupiah) sebagaimana dimaksud dalam Pasal 1 angka 6 Jo. Penjelasan Pasal 2 ayat (1) Undang-Undang Nomor 37 Tahun 2004 tentang Kepailitan dan Penundaan Kewajiban Pembayaran Utang (selanjutnya disebut "UU Kepailitan dan PKPU").

Pasal 1 angka 6 UU Kepailitan dan PKPU dikutip sebagai berikut :

"Utang adalah kewajiban yang dinyatakan atau dapat dinyatakan dalam jumlah uang baik dalam mata uang Indonesia maupun mata uang asing, baik secara langsung maupun yang akan timbul di kemudian hari atau kontinjen, yang timbul karena perjanjian atau undang-undang dan yang wajib dipenuhi oleh Debitor dan bila tidak dipenuhi memberi hak kepada Kreditor untuk mendapat pemenuhannya dari harta kekayaan Debitor."

Penjelasan Pasal 2 ayat (1) UU Kepailitan dan PKPU dikutip sebagai berikut :

"...Yang dimaksud dengan "utang yang telah jatuh waktu dan dapat ditagih" adalah kewajiban untuk membayar utang yang telah jatuh waktu, baik karena telah diperjanjikan, karena percepatan waktu penagihannya sebagaimana diperjanjikan, karena pengenaan sanksi atau denda oleh instansi yang berwenang, maupun karena putusan pengadilan, arbiter, atau majelis arbitrase."

TERMOHON PKPU MEMPUNYAI 2 (DUA) ATAU LEBIH KREDITOR

7. Bahwa selain mempunyai utang kepada PEMOHON PKPU, TERMOHON PKPU juga mempunyai utang kepada Kreditor Lain yaitu :
- PT. Bank ICBC Indonesia, beralamat di The City Tower, Lantai 32, Jl. MH. Thamrin No. 81, Jakarta Pusat 10310.
 - PT. Bank Mandiri (Persero), Tbk., beralamat di Jl. Jenderal Gatot Subroto, Kav. 36-38, Jakarta 12190
 - PT. Bank Negara Indonesia (Persero), Tbk., beralamat di Gedung Grha BNI, Jl. Jenderal Sudirman, Kav. 1, Jakarta Pusat 10220
 - PT. Bank Rakyat Indonesia (Persero), Tbk., beralamat di Gedung BRI, Jl. Jenderal Sudirman Kav. 44-46, Jakarta 10210
 - PT. Mitra Integrasi Informatika, beralamat di APL Tower, Lantai 38, Ruang Las Vegas, Jl. Letjen S. Parman Kav. 28, Central Park, Jakarta Barat.
 - PT. Edify Solusi Indonesia, beralamat di Graha ESI, Jl. Raya Pasar Kencana No. 16, Bekasi 17414.
 - PT. Awan Integrasi Sandidata, Sudirman 7.8 Tower 1- Jl. Jenderal Sudirman Kav. 7-8, Jakarta Pusat 10220.
 - PT. My Indo Airlines, beralamat di Kirana Cawang Business Park B 17-19, Jl. DI Panjaitan Kav. 48, Cipinang Cempedak Jatinegara, Jakarta Timur 13340.
 - PT. Packet Systems Indonesia, beralamat di Manhattan Square Mid Tower, 25/f, Jl. TB Simatupang Kav. 1s, RT.3/Rw.3, Cilandak Timur, Jakarta Selatan 12560.
8. Bahwa sehubungan dengan adanya Kreditor Lain tersebut, maka PEMOHON PKPU dengan ini memohon dengan hormat kepada Majelis Hakim Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat yang mengadili perkara a quo agar berkenan memanggil Kreditor Lain sebagaimana tersebut di atas untuk hadir dalam persidangan serta membuktikan adanya utang TERMOHON PKPU kepada Kreditor Lain yang dimaksud.
9. **BAHWA BERDASARKAN URAIAN TERSEBUT DI ATAS TELAH TERBUKTI SECARA SEDERHANA BAHWA TERMOHON PKPU MEMPUNYAI UTANG KEPADA 2 (DUA) ATAU LEBIH KREDITOR**

TELAH TERBUKTI TERMOHON PKPU TIDAK DAPAT MELANJUTKAN MEMBAYAR UTANGNYA YANG SUDAH JATUH WAKTU DAN DAPAT DITAGIH

10. Bahwa oleh karena sampai dengan diajukannya Permohonan PKPU a quo, TERMOHON PKPU belum melunasi seluruh utangnya kepada PEMOHON PKPU yang sudah jatuh waktu dan dapat ditagih, **maka telah terbukti bahwa TERMOHON PKPU telah lalai dan tidak dapat melanjutkan pembayaran utangnya tersebut di atas.**
11. Dengan demikian berdasarkan ketentuan Pasal 222 ayat (1) dan ayat (3) UU Kepailitan dan PKPU, **PEMOHON PKPU dengan ini mengajukan Permohonan PKPU a quo terhadap TERMOHON PKPU dengan tujuan untuk memberikan kesempatan kepada TERMOHON PKPU untuk mengajukan sebuah rencana perdamaian kepada para krediturnya termasuk kepada PEMOHON PKPU.**

Pasal 222 ayat (1) UU Kepailitan dan PKPU dikutip sebagai berikut :

“Penundaan Kewajiban Pembayaran Utang diajukan oleh Debitor yang mempunyai lebih dari 1 (satu) Kreditor atau oleh Kreditor.”

Pasal 222 ayat (3) UU UU Kepailitan dan PKPU dikutip sebagai berikut :

“Kreditor yang memperkirakan bahwa Debitor tidak dapat melanjutkan membayar utangnya yang sudah jatuh waktu dan dapat ditagih, dapat memohon agar kepada Debitor diberi penundaan kewajiban pembayaran utang, untuk memungkinkan Debitor mengajukan rencana perdamaian yang meliputi tawaran pembayaran sebagian atau seluruh utang kepada Kreditornya.

PERMOHONAN PKPU A QUO BERDASAR HUKUM UNTUK DIKABULKAN

12. Dari uraian tersebut di atas telah terbukti secara sederhana bahwa TERMOHON PKPU mempunyai utang yang telah jatuh waktu dan dapat ditagih serta memiliki 2 (dua) atau lebih kreditor. Dengan demikian, Permohonan PKPU a quo telah memenuhi persyaratan permohonan Penundaan Kewajiban Pembayaran Utang (PKPU) sebagaimana diatur dalam UU Kepailitan dan PKPU.

13. Bahwa oleh karena itu, berdasarkan Pasal 225 ayat (3) UU Kepailitan dan PKPU, Pengadilan Niaga dalam jangka waktu paling lambat 20 (dua puluh) hari sejak tanggal didaftarkan surat permohonan, harus mengabulkan penundaan kewajiban pembayaran utang sementara dan harus menunjuk seorang Hakim Pengawas dari Hakim-Hakim Niaga di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat serta mengangkat 1 (satu) atau lebih pengurus yang bersama dengan Debitor mengurus harta Debitor.

Pasal 225 ayat (3) UU Kepailitan dan PKPU, dikutip sebagai berikut :

"Dalam hal permohonan diajukan oleh Kreditor, Pengadilan dalam waktu paling lambat 20 (dua puluh) hari sejak tanggal didaftarkan surat permohonan, harus mengabulkan penundaan kewajiban pembayaran utang sementara dan harus menunjuk seorang Hakim Pengawas dari hakim pengadilan serta mengangkat 1 (satu) atau lebih pengurus yang bersama Debitor mengurus harta Debitor."

PENUNJUKAN DAN PENGANGKATAN HAKIM PENGAWAS DAN PENGURUS

14. Bahwa sehubungan dengan permohonan PKPU a quo, maka PEMOHON PKPU dengan ini memohon dengan hormat kepada Majelis Hakim Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat yang mengadili perkara a quo agar berkenan untuk menunjuk Hakim Pengawas dari Hakim-Hakim Niaga di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat, serta mengangkat :
- Saudara **JANDRI SIADARI, S.H., Dip.Mkt., LL.M.** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-272 AH.04.03-2019 tanggal 28 November 2019 berkantor di SIADARI & SIADARI LAW FIRM yang beralamat di Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210 (**Bukti P-13**)
 - Saudara **MARTIN PATRICK NAGEL, SH., MH.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-251 AH.04.03-2018 tanggal 8 September 2018 berkantor di FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730 (**Bukti P-14**);

- **Saudara ALBERT HASOLOAN LIMBONG, SH.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-349 AH.04.03-2021 tanggal 7 Mei 2021 berkantor di Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640 (**Bukti P-15**);
- **Saudara ASRI, SH., MH.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-193 AH.04.03-2019, berkantor di Munde Herlambang & Partners, dengan alamat di Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan (**Bukti P-16**);

selaku **TIM PENGURUS** dalam proses Penundaan Kewajiban Pembayaran Utang (PKPU) TERMOHON PKPU.

Berdasarkan segenap uraian tersebut di atas, maka **PEMOHON PKPU** dengan ini memohon kepada **Majelis Hakim Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat** yang mengadili perkara a quo agar berkenan untuk memberikan putusan dengan amar sebagai berikut :

1. Mengabulkan Permohonan Penundaan Kewajiban Pembayaran Utang (PKPU) yang diajukan oleh **PEMOHON PKPU** terhadap **TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK**, suatu perseroan terbatas yang didirikan berdasarkan hukum Negara Republik Indonesia, berkedudukan di Jakarta, beralamat di Jalan Kebon Sirih No. 46a, Jakarta 10110.
2. Menetapkan Penundaan Kewajiban Pembayaran Utang (PKPU) Sementara terhadap **TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK**, untuk paling lama 45 (empat puluh lima) hari terhitung sejak Putusan Penundaan Kewajiban Pembayaran Utang Sementara a quo diucapkan.
3. Menunjuk Hakim Pengawas dari Hakim-Hakim Niaga di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat untuk mengawasi proses Penundaan Kewajiban Pembayaran Utang (PKPU) **TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK**.

4. Menunjuk dan mengangkat :

- Saudara **JANDRI SIADARI, S.H., Dip.Mkt., LL.M.** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-272 AH.04.03-2019 tanggal 28 November 2019 berkantor di SIADARI & SIADARI LAW FIRM yang beralamat di Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210;
- Saudara **MARTIN PATRICK NAGEL, SH., MH.,** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-251 AH.04.03-2018 tanggal 8 September 2018 berkantor di FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730;
- Saudara **ALBERT HASOLOAN LIMBONG, SH.,** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-349 AH.04.03-2021 tanggal 7 Mei 2021 berkantor di Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640;
- Saudara **ASRI, SH., MH.,** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-193 AH.04.03-2019, berkantor di Munde Herlambang & Partners, dengan alamat di Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan;

selaku **TIM PENGURUS** dalam proses Penundaan Kewajiban Pembayaran Utang (PKPU) TERMOHON PKPU / PT. GARUDA INDONESIA (PERSERO) TBK.

5. Menetapkan sidang yang merupakan rapat permusyawaratan hakim untuk mendengar laporan Hakim Pengawas tentang perkembangan yang dicapai selama proses PKPU sementara paling lambat pada hari ke-45 (empat puluh lima) terhitung sejak Putusan Penundaan Kewajiban Pembayaran Utang Sementara a quo diucapkan.
6. Memerintahkan PENGURUS untuk memanggil TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK serta Kreditor yang dikenal dengan surat tercatat atau melalui kurir, untuk menghadap dalam Sidang yang diselenggarakan paling lambat

pada hari ke-45 (empat puluh lima) terhitung sejak Putusan Penundaan Kewajiban Pembayaran Utang Sementara a quo diucapkan.

7. Membebankan semua biaya perkara kepada TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK.

Atau

Apabila Majelis Hakim yang memeriksa dan mengadili perkara ini berpendapat lain, mohon putusan yang seadil-adilnya (*ex aequo et bono*).

Demikian Permohonan PKPU ini kami sampaikan. Atas perhatian Yang Mulia Majelis Hakim, kami ucapkan terima kasih.

Hormat kami,

PEMOHON PKPU

PT. MITRA BUANA KOORPORINDO

(dahulu Bernama PT. MITRA BUANA KOMPUTINDO)



NATALIA GOZALI

DIREKTUR

KUASA HUKUM PEMOHON PKPU

LAW OFFICE SUWANDI & ASSOCIATES

SUWANDI, SH.

ATIK MUJIATI, SH.

MARTINI NATALOVA SITORUS, SH.

SUWANDI & ASSOCIATES
LAW OFFICE

Jakarta, 2 Nopember 2021

Kepada Yang Mulia :

Majelis Hakim Perkara Nomor : 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst.

Di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat

Jalan Bungur Besar Raya No. 24, 26, 28

Gunung Sahari, Kemayoran

Jakarta Pusat

Perihal : **PERBAIKAN PERMOHONAN PENUNDAAN KEWAJIBAN PEMBAYARAN
UTANG (PKPU) TERHADAP PT. GARUDA INDONESIA (PERSERO) TBK
REGISTER PERKARA NOMOR : 425/PDT.SUS-PKPU/2021/ PN.NIAGA.JKT.PST.**

Dengan hormat,

Kami yang bertandatangan di bawah ini :

PT. MITRA BUANA KOORPORINDO (dahulu bernama **PT. MITRA BUANA KOMPUTINDO**), suatu perseroan terbatas yang didirikan berdasarkan Hukum Negara Republik Indonesia, berkedudukan di Jakarta, beralamat kantor di MBK Building - Ketapang Business Centre Blok B. No. 10-11, Jl. KH Zainul Arifin No. 20, Jakarta Barat, dalam hal ini diwakili oleh **NATALIA GOZALI** dalam kedudukannya selaku **Direktur** dari dan oleh karena itu sah bertindak untuk dan atas nama **PT. MITRA BUANA KOORPORINDO** (dahulu bernama **PT. MITRA BUANA KOMPUTINDO**) yang dalam hal ini memilih domisili hukum di kantor Advokat/Kuasa Hukumnya sebagaimana akan disebutkan di bawah ini (selanjutnya disebut "**PEMOHON PKPU**");

Dan

SUWANDI, S.H., ATIK MUJIATI, S.H. dan MARTINI NATALOVA SITORUS, S.H., Para Advokat dan Konsultan Hukum pada **LAW OFFICE SUWANDI & ASSOCIATES**, beralamat kantor di Gedung Menara Karya Lantai 28, Jalan H.R. Rasuna Said Blok X-5 Kav. 1-2, Jakarta

12950, selaku **Advokat/Kuasa Hukum** dari **PEMOHON PKPU** berdasarkan Surat Kuasa Khusus tanggal 21 Oktober 2021;

Dengan ini mengajukan Perbaikan atas Permohonan Penundaan Kewajiban Pembayaran Utang terhadap :

PT. GARUDA INDONESIA (PERSERO) TBK, suatu perseroan terbatas yang didirikan berdasarkan hukum Negara Republik Indonesia, berkedudukan di Jakarta, beralamat di Jalan Kebon Sirih No. 46a, Jakarta 10110 (selanjutnya disebut sebagai "**TERMOHON PKPU**").

yang telah terdaftar di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat dengan register perkara Nomor : 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst tanggal 22 Oktober 2021.

Adapun perbaikan yang dilakukan dalam Permohonan PKPU a quo adalah sebagai berikut:

1. Bahwa pada butir 7 Permohonan PKPU a quo terdapat penambahan nama Kreditor Lain yaitu PT. Prisma Tirtakusuma, sehingga butir 7 Permohonan PKPU a quo dilakukan perbaikan menjadi sebagai berikut:

7. Bahwa selain mempunyai utang kepada PEMOHON PKPU, TERMOHON PKPU juga mempunyai utang kepada Kreditor Lain yaitu :

- PT. Bank ICBC Indonesia, beralamat di The City Tower, Lantai 32, Jl. MH. Thamrin No. 81, Jakarta Pusat 10310.
- PT. Bank Mandiri (Persero), Tbk., beralamat di Jl. Jenderal Gatot Subroto, Kav. 36-38, Jakarta 12190
- PT. Bank Negara Indonesia (Persero), Tbk., beralamat di Gedung Grha BNI, Jl. Jenderal Sudirman, Kav. 1, Jakarta Pusat 10220
- PT. Bank Rakyat Indonesia (Persero), Tbk., beralamat di Gedung BRI, Jl. Jenderal Sudirman Kav. 44-46, Jakarta 10210
- PT. Mitra Integrasi Informatika, beralamat di APL Tower, Lantai 38, Ruang Las Vegas, Jl. Letjen S. Parman Kav. 28, Central Park, Jakarta Barat.

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- *PT. Edifly Solusi Indonesia, beralamat di Graha ESI, Jl.Raya Pasar Kecapi No. 16, Bekasi 17414.*
- *PT. Awan Integrasi Sandidata, Sudirman 7.8 Tower 1- Jl. Jenderal Sudirman Kav. 7-8, Jakarta Pusat 10220.*
- *PT. My Indo Airlines, beralamat di Kirana Cawang Business Park B 17-19, Jl. DI Panjaitan Kav. 48, Cipinang Cempedak Jatinegara, Jakarta Timur 13340.*
- *PT. Packet Systems Indonesia, beralamat di Manhattan Square Mid Tower, 25/f, Jl. TB Simatupang Kav. 1s, RT.3/Rw.3, Cilandak Timur, Jakarta Selatan 12560.*
- *PT. Prisma Tirtakusuma, beralamat di Jl. Stasiun Senen No. 18G, Jakarta Pusat 10410.*

2. Bahwa pada butir 14 Permohonan PKPU a quo terdapat penambahan nama Pengurus yaitu Saudara MULYADI, S.H., LL.M. dan Saudara WILLIAM EDUARD DANIEL, S.E., S.H., LL.M., MBL., sehingga butir 14 Permohonan PKPU a quo dilakukan perbaikan menjadi sebagai berikut :

14. Bahwa sehubungan dengan permohonan PKPU a quo, maka PEMOHON PKPU dengan ini memohon dengan hormat kepada Majelis Hakim Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat yang mengadili perkara a quo agar berkenan untuk menunjuk Hakim Pengawas dari Hakim-Hakim Niaga di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat, serta mengangkat :

- **Saudara JANDRI SIADARI, S.H., Dip.Mkt., LL.M.** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Perpanjangan Pendaftaran Kurator dan Pengurus Nomor : AHU-272 AH.04.03-2019 tanggal 28 November 2019 berkantor di SIADARI & SIADARI LAW FIRM yang beralamat di Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210. **(Bukti P-13)**
- **Saudara MARTIN PATRICK NAGEL, S.H., M.H.,** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor: AHU-251

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AH.04.03-2018 tanggal 6 September 2018 berkantor di FKNK Law Firm, Gedung Kemang Point, Lt. 1 Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730 (**Bukti P-14**);

- **Saudara ALBERT HASOLOAN LIMBONG, S.H.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-349 AH.04.03-2021 tanggal 7 Mei 2021 berkantor di Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640 (**Bukti P-15**);
- **Saudara ASRI, S.H., M.H.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-193 AH.04.03-2019 tanggal 19 Agustus 2019 berkantor di Munde Herlambang & Partners, dengan alamat di Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan (**Bukti P-16**);
- **Saudara MULYADI, S.H., LL.M.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor: AHU-257 AH.04.03-2021 tanggal 30 Maret 2021 berkantor di Nurjadin Sumono Mulyadi Law Office, dengan alamat Sequis Tower Lantai 20, Sudirman Central Business District (SCBD), Jl. Jend. Sudirman Kav. 71, Senayan, Jakarta Selatan (**Bukti P-17**);
- **Saudara WILLIAM EDUARD DANIEL, S.E., S.H., LL.M., MBL.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia sebagaimana Surat Bukti Perpanjangan Pendaftaran Kurator dan Pengurus Nomor: AHU-65 AH.04.03-2017 tanggal 16 Mei 2017 berkantor di William Soerjonegoro & Partners Law Office, Office 8, 19 th Floor, SCBD Lot. 28, Jl. Jenderal Sudirman Kav. 52-53, Jakarta 12190 (**Bukti P-18**).

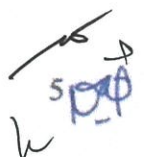
selaku **TIM PENGURUS** dalam proses Penundaan Kewajiban Pembayaran Utang (PKPU) TERMOHON PKPU.

Berdasarkan perbaikan yang telah kami sampaikan sebagaimana tersebut di atas, maka PEMOHON PKPU dengan ini memohon kepada Majelis Hakim Pengadilan Niaga pada

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Pengadilan Negeri Jakarta Pusat yang mengadili perkara a quo agar berkenan untuk memberikan putusan dengan amar sebagai berikut :

1. Mengabulkan Permohonan Penundaan Kewajiban Pembayaran Utang (PKPU) yang diajukan oleh PEMOHON PKPU terhadap TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK, suatu perseroan terbatas yang didirikan berdasarkan hukum Negara Republik Indonesia, berkedudukan di Jakarta, beralamat di Jalan Kebon Sirih No. 46a, Jakarta 10110.
2. Menetapkan Penundaan Kewajiban Pembayaran Utang (PKPU) Sementara terhadap TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK, untuk paling lama 45 (empat puluh lima) hari terhitung sejak Putusan Penundaan Kewajiban Pembayaran Utang Sementara a quo diucapkan.
3. Menunjuk Hakim Pengawas dari Hakim-Hakim Niaga di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat untuk mengawasi proses Penundaan Kewajiban Pembayaran Utang (PKPU) TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK .
4. Menunjuk dan mengangkat :
 - **Saudara JANDRI SIADARI, S.H., Dip.Mkt., LL.M.** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Perpanjangan Pendaftaran Kurator dan Pengurus Nomor : AHU-272 AH.04.03-2019 tanggal 28 November 2019 berkantor di SIADARI & SIADARI LAW FIRM yang beralamat di Jalan Pejompongan V No. 5B, Bendungan Hilir, Tanah Abang, Jakarta Pusat 10210;
 - **Saudara MARTIN PATRICK NAGEL, S.H., M.H.,** Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor: AHU-251 AH.04.03-2018 tanggal 6 September 2018 berkantor di FKNK Law Firm, Gedung Kemang Point, Lt. 1

Handwritten signature and initials in blue ink, possibly reading 'SP' or 'SPD'.

Unit 104-105, Jl. Kemang Raya No. 3, RT.4 RW.1, Kelurahan Bangka, Kecamatan Mampang Prapatan, Jakarta Selatan 12730;

- **Saudara ALBERT HASOLOAN LIMBONG, S.H.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-349 AH.04.03-2021 tanggal 7 Mei 2021 berkantor di Jalan Kalibaru Timur V, No. 65, Kel. Bungur, Kec. Senen, Jakarta Pusat 10640;
- **Saudara ASRI, S.H., M.H.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor : AHU-193 AH.04.03-2019 tanggal 19 Agustus 2019 berkantor di Munde Herlambang & Partners, dengan alamat di Equity Tower 22nd Floor, Dreamhub, Sudirman Central Business District, Lot 9, Senayan, Kebayoran Baru, Jakarta Selatan;
- **Saudara MULYADI, S.H., LL.M.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia dengan Surat Bukti Pendaftaran Kurator dan Pengurus Nomor: AHU-257 AH.04.03-2021 tanggal 30 Maret 2021 berkantor di Nurjadin Sumono Mulyadi Law Office, dengan alamat Sequis Tower Lantai 20, Sudirman Central Business District (SCBD), Jl. Jend. Sudirman Kav. 71, Senayan, Jakarta Selatan;
- **Saudara WILLIAM EDUARD DANIEL, S.E., S.H., LL.M., MBL.**, Kurator dan Pengurus yang terdaftar di Kementerian Hukum dan Hak Asasi Manusia Republik Indonesia sebagaimana Surat Bukti Perpanjangan Pendaftaran Kurator dan Pengurus Nomor: AHU-65 AH.04.03-2017 tanggal 16 Mei 2017 berkantor di William Soerjonegoro & Partners Law Office, Office 8, 19 th Floor, SCBD Lot. 28, Jl. Jenderal Sudirman Kav. 52-53, Jakarta 12190.

selaku **TIM PENGURUS** dalam proses Penundaan Kewajiban Pembayaran Utang (PKPU) TERMOHON PKPU / PT. GARUDA INDONESIA (PERSERO) TBK.

5. Menetapkan sidang yang merupakan rapat permusyawaratan hakim untuk mendengar laporan Hakim Pengawas tentang perkembangan yang dicapai selama proses PKPU



sementara paling lambat pada hari ke-45 (empat puluh lima) terhitung sejak Putusan Penundaan Kewajiban Pembayaran Utang Sementara a quo diucapkan.

6. Memerintahkan TIM PENGURUS untuk memanggil TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK serta Kreditor yang dikenal dengan surat tercatat atau melalui kurir, untuk menghadap dalam Sidang yang diselenggarakan paling lambat pada hari ke-45 (empat puluh lima) terhitung sejak Putusan Penundaan Kewajiban Pembayaran Utang Sementara a quo diucapkan.
7. Membebaskan semua biaya perkara kepada TERMOHON PKPU/PT. GARUDA INDONESIA (PERSERO) TBK.

Atau

Apabila Majelis Hakim yang memeriksa dan mengadili perkara ini berpendapat lain, mohon putusan yang seadil-adilnya (*ex aequo et bono*).

Demikian Perbaikan Permohonan PKPU ini kami sampaikan. Atas perhatian Yang Mulia Majelis Hakim, kami ucapkan terima kasih.

Hormat kami,
PEMOHON PKPU
PT. MITRA BUANA KOORPORINDO
(dahulu Bernama PT. MITRA BUANA KOMPUTINDO)



NATALIA GOZALI
DIREKTUR

**KUASA HUKUM PEMOHON PKPU
LAW OFFICE SUWANDI & ASSOCIATES**



SUWANDI, S.H.



ATIK MUJIATI, S.H.



MARTINI NATALOVA SITORUS, S.H.